

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
TINDALE-OLIVER & ASSOCIATES, INC.
FOR FIRE AND RESCUE ASSESSMENT FEE STUDY FOR LAKE COUNTY
RFP 10-0214**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Tindale-Oliver & Associates, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP) #10-0214, for fire and rescue assessment fee study; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to prepare a current, and then subsequently update the resulting, Fire and Rescue Assessment Fee Study, in conjunction with the COUNTY's needs.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to prepare and update a Fire and Rescue Assessment Fee Study for the COUNTY in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit A**, and in accordance with the CONSULTANT's proposal, also contained within **Exhibit A**.

3.2 This Agreement shall commence on the date of approval of the Agreement by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services. The initial Agreement term is five (5) years. The Agreement prices shall prevail for the full duration of the Agreement term unless otherwise indicated elsewhere in this Agreement.

3.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY.

3.4 The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and will not be responsible to pay for any such nonconforming service.

3.5 The CONSULTANT shall ensure and warrant that all services are provided in consonance with the highest professional standards.

3.6 Consultant shall obtain and pay for all licenses, permits and inspection fees required to complete the Scope of Services. Damages, penalties and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain licenses, permits or inspections shall be borne by the CONSULTANT.

Article 4. Payment

4.1 The COUNTY shall pay CONSULTANT to complete the Scope of Services in accordance with the rates set forth in CONSULTANT's Pricing Section, attached hereto and incorporated herein as Exhibit B.

4.2 CONSULTANT shall submit invoices to the requesting COUNTY department(s) at P.O. Box 7800, Tavares, Florida 32778, after each individual purchase has been completed and accepted by the COUNTY. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the COUNTY at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

4.3 All invoices shall contain the RFP number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative,

and a detailed description of the services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of contract and this Agreement may be terminated.

4.4 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.5 Other than the expenses set forth in Exhibit B, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not incur any additional costs under this Agreement. If any work hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.4 Insurance. CONSULTANT shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONSULTANT is in accordance with the following minimum limits and coverage:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

| | |
|-----------------------------------|-----------|
| Each Occurrence/General Aggregate | \$500,000 |
| Products-Completed Operations | \$500,000 |
| Personal & Adv. Injury | \$500,000 |
| Fire Damage | \$50,000 |
| Medical Expense | \$5,000 |
| Contractual Liability | Included |

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

| | |
|------------------------------|-----------|
| Combined Single Limit | \$300,000 |
| or | |
| Bodily Injury (per person) | \$100,000 |
| Bodily Injury (per accident) | \$300,000 |
| Property Damage | \$100,000 |

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if any of CONSULTANT's employees are injured, CONSULTANT will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

| | |
|-----------------------|-----------|
| Each Accident | \$100,000 |
| Disease-Each Employee | \$100,000 |
| Disease-Policy Limit | \$500,000 |

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(viii) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Failure to obtain and maintain such insurance as set forth above will be considered a breach of contract and may result in termination of the contract for default.

(xv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of the CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Consultant. The CONSULTANT agrees that it shall be acting as an independent consultant and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement

and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.7 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.8 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.9 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.10 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY

nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.12 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.13 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, ordinances, rules and regulations, including building code requirements.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:
Tindale-Oliver & Associates, Inc.
Steven A. Tindale
Chief Executive Officer
1000 N. Ashley Drive, Suite 100
Tampa, Florida 33602

If to COUNTY:
County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibit:

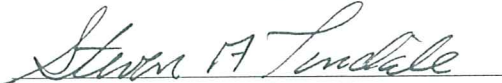
| | |
|-----------|-------------------|
| Exhibit A | Scope of Services |
| Exhibit B | Pricing Section |

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 17th day of August, 2010 and by CONSULTANT through its duly authorized representative.

CONSULTANT

TINDALE-OLIVER & ASSOCIATES, INC



Name: STEVEN A. TINDALE
Title: PRESIDENT


This 27 day of JULY, 2010.

COUNTY

LAKE COUNTY through its BOARD OF
COUNTY COMMISSIONERS

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Welton G. Cadwell
Chairman

This 19th day of August, 2010.

Approved as to form and legality:



Melanie N. Marsh
Acting County Attorney

EXHIBIT A SCOPE OF SERVICES

SCOPE OF SERVICES

Fire and Rescue Assessment Fee Study for Lake County

The purpose of this project is to provide for a review and update of the special assessment program for fire protection services within the unincorporated area of the County. The objective of this project is to examine the existing fire protection services non-ad valorem assessment program within the constraints of readily available data and current legal precedent. The basic tasks under the effort are to:

- Provide an updated assessment program that is conducive to using the County's ad valorem tax roll database; and,
- Provide a review of the annual collection methods to ensure they meet all case law and statutory requirements.

The following deliverables will be required during this project:

- An Assessment Memorandum which provides (a) the description of the updated apportionment methodology and (b) the updated assessment rate calculation;
- Billing algorithms necessary to calculate the fire protection assessments. This shall specifically include provision of the actual spreadsheet formulas in full sufficient detail to enable County staff to input updated information and so complete in-house review of, and revision to, assessment rates at various intervals subsequent to completion of the initial vendor-supported study.
- The final fire protection assessment rates developed from the data available at the time of the vendor-supported effort;
- Assistance with the implementing resolutions for the annual assessment program;
- The statutorily required notice and billing documentation that is required for using the tax bill collection method for the annual assessment program; and,
- An assessment roll in an electronic format that will merge with the County's real property tax roll in conformity with the requirements of the uniform method of collection.

The update effort shall use the demand-capacity basis for the assessment methodology. Lake County staff will provide the current fire special assessment database in electronic format for the vendor to use in the development of the updated apportionment methodology. If the County and the vendor agree that additional data not currently available on the fire special assessment database is required to develop alternative methodologies, County staff will be responsible for providing the additional data to the vendor. The County will be an active participant and provide the necessary budget information and fire call data required to develop the assessment methodology. The County will also be responsible for conducting fieldwork for missing ad valorem tax roll information.

The vendor shall work under a lump sum professional fee arrangement based on a schedule of payments included in the contract resulting from this solicitation. Vendors shall submit their proposed payment schedule with their initial proposal response. Vendors shall also submit a list of project deliverables and their delivery schedule for the cited deliverables with their initial proposal response.

Unless otherwise amended in writing, the performance period for completion of the initial study effort shall not exceed one hundred twenty (120) calendar days. The performance period for

any subsequent update to the initial study shall not exceed sixty (60) calendar days. The following task list is provided as a guide to delineate all services required by the County:

- Task 1: **Evaluate Reports and Research Issues:** Evaluate the County's existing documents, ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire rescue services.
- Task 2: **Identify Full Costs of Service:** Evaluate the full cost of the fire service delivery using the County's most current financial information and identify service delivery issues, which may affect the apportionment methodology. Determine the net service delivery revenue requirements.
- Task 3: **Update Apportionment Methodology:** Using the current ad valorem tax roll and fire incident data reported to the State Fire Marshal, update the method of apportionment, classification of properties and the use of the data on the assessment roll. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
- Task 4: **Determine Preliminary Revenue Requirements:** Advise the County in determining the total fire service assessment revenue requirements to ensure the County recovers the costs of: (a) net fire service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
- Task 5: **Develop Preliminary Assessment Roll Database:** Using the current ad valorem tax roll and fire special assessment roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
- Task 6: **Apply Apportionment Methodology to Database:** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
- Task 7: **Calculate a Preliminary Proforma Schedule of Rates:** Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.
- Task 8: **Prepare and Present Assessment Memorandum:** Prepare and present an Assessment Memorandum that fully supports and justifies the proposed apportionment methodologies and proforma assessment rates.
- Task 9: **Assist With Assessment Resolutions:** Advise and assist the County's legal counsel in drafting the preliminary and final assessment resolutions that conform to the assessment ordinance and that implement the County's policy decisions, proposed methodology and adopts final assessment rates.
- Task 10: **Assist with Rate Adoption Process:** Advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes as required.
- Task 11: **Option to conduct periodic review and update of the initial study effort:** Vendor shall provide all effort to update the initial study based on the most current demand data to examine, and either confirm or amend, the fire assessment value established during the initial study effort.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The County is also responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The contract will provide for a term of five years. This operational period has been selected to enable the County, after completion of the initial study effort, to:

- a. Exercise, as determined to be required, the optional effort included within the pricing table for periodic update(s) based on the most current historical or other associated data to support continued accuracy of fee assessments, and
- b. provide a structure enabling the vendor to provide, at the hourly rates specified in the pricing table, technical and/or representative support in regards to any litigation defense services that may be required during the stated duration of the awarded contract



June 15, 2010

Mr. Barnett Schwartzman
Lake County Procurement Services
315 W. Main Street
4th Floor, Room 416
Tavares, FL 32778-7800

Dear Mr. Schwartzman,

Tindale-Oliver & Associates, Inc. (TOA), in association with Susan Schoettle-Gumm, PLLC, is pleased to submit this proposal for the Fire and Rescue Assessment Fee Study for Lake County (RFP #10-0214). We are a team of experts who have successfully assisted local governments in the implementation of capital and operating funding solutions for over 20 years. Those solutions have included sales taxes, gas taxes, impact fees, rate studies, connection fees, and non-ad valorem assessments, among others. We have completed several studies for Lake County and some of the municipalities within Lake County. As such, we have a strong understanding of the local conditions.

Lake County's fire rescue assessment program was last updated in 2008, and the County is interested in retaining the services of a qualified firm to prepare the technical study to update the existing program, assist during the implementation process, and provide support over the next five years. There are two primary objectives in updating the fire and rescue assessment program for Lake County:

- The first is to ensure that the assessment levels are fair, accurate, and equitable. Our understanding of fire rescue operations and fire facility planning as well as incident data analysis and GIS capabilities will be instrumental in the preparation of an update study that would ensure that the County's assessment program is equitable and accurate.

Some of the issues that will be addressed toward this goal include:

- the use of multiple years of data to increase the sample size and consistency,
- consideration of not only the frequency of incidents, but also the level of effort needed to respond to incidents at different land uses through an evaluation of length of stay and resources needed, and
- appropriate classification of land uses by using GIS and database capabilities to



reference incident data to the Property Appraiser database to group incidents by land use categories as opposed to relying solely on land use categories included in the incident reports.

Through these types of analyses, TOA provides an accurate and equitable assessment program. Given the accuracy of the technical study, TOA is able to easily build consensus on the recommendations through public forums and workshops and can communicate study results in an understandable way to the public and to elected officials.

- The second objective relates to interim updates. The County is interested in a five-year contract and may need assistance in updating the assessment rates during this period. The use of multiple years and detailed analysis described throughout this section are likely to reduce the fluctuations in the data and, therefore, the need for periodic updates. In addition to the assessment database, TOA provides its clients, if desired, with a user-friendly desktop application that enables them to continue to evaluate incident data even after the study is complete. The desktop application's capabilities are not limited to assessment-related analysis, but also include additional analyses to assist the Fire Rescue Department in the planning of staffing and future facilities, as well as for other strategic decisions.

The TOA Team includes planners, economists, attorneys, engineers, and database technicians with the necessary diversity of skills to address these and other relevant issues and prepare a successful fire assessment update study for Lake County. As a sign of our sincere interest in this project, we have already downloaded the incident data for Lake County from the National Fire Incident Reporting System (NFIRS) for the past five years. A preliminary analysis of this data is included later in this section. In addition, our past work and familiarity with the Lake County Property Appraiser database will be helpful during the study.

The remainder of this section provides TOA's understanding of the study, which includes a background review, key issues that should be addressed during an assessment study, and the detailed project approach and project schedule.

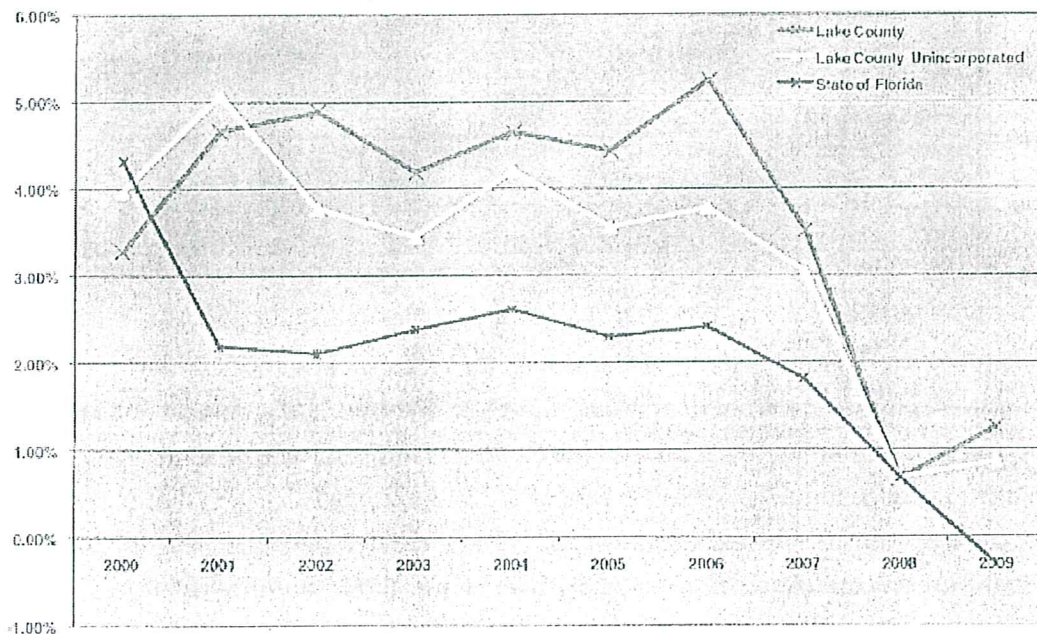


The TOA Team has a reputation for completing projects on time while meeting or exceeding the client's expectation of quality. This is accomplished through the assignment of highly qualified personnel, development of detailed tasks, time management practices, project staff meetings with assigned personnel, and regular communication with the client project manager.

BACKGROUND REVIEW AND KEY ISSUES

Lake County has a population of approximately 300,000, of which approximately 160,000 is within unincorporated county. The County experienced an average growth rate of over 3 percent over the past 10 years. Although the growth rate has slowed during the past two to three years, in 2009, the county continued to grow while many other Florida communities experienced population loss. Figure 1 presents the population trends. This growth requires an increase in services provided by the county.

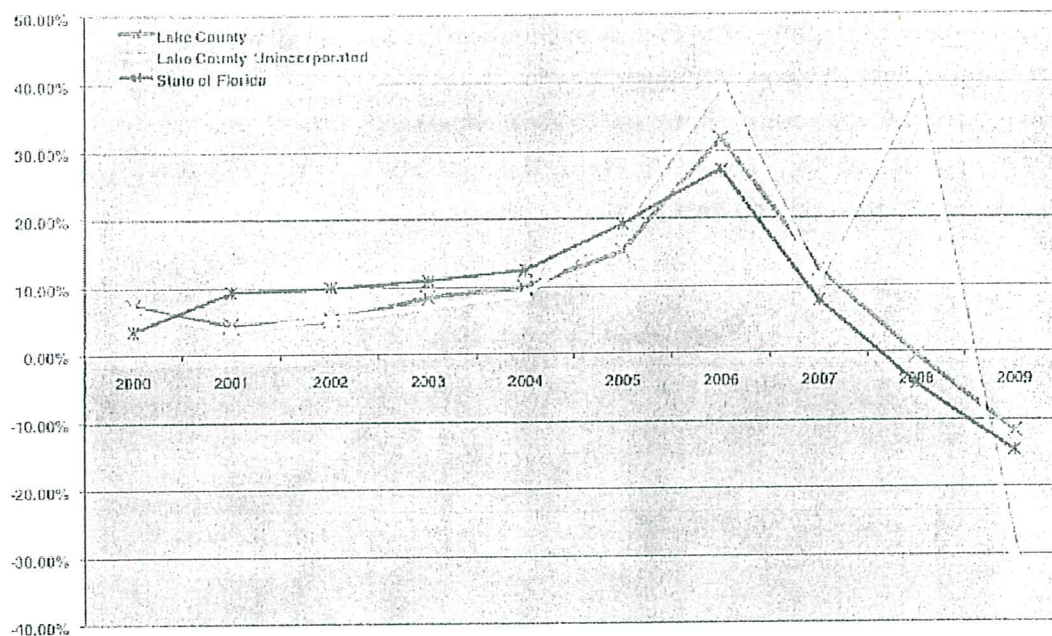
Figure 1
Population Growth, 2000 - 2009





Similar to most other communities in Florida, Lake County has experienced a decrease in its property tax values over the last couple of years. Figure 2 presents the percent change in taxable values per capita for Lake County and Florida over the past 10 years. This decrease is most significant in the case of unincorporated county and has required the County to rely more heavily on other funding sources, such as the fire assessment program.

Figure 2
Change in Assessed Values per Capita, 2000 - 2009



The Lake County Fire Rescue Department provides fire and rescue services to the unincorporated county as well as to Astatula, Howey-in-the-Hills, and a portion of Lady Lake. The Department is staffed with 185 uniformed personnel and responds to an average of 15,000 fire and EMS incidents annually within an area of 1,100 square miles. Lake County Fire Rescue provides services from 19 stations. Of these, 12 stations provide Advanced Life Support (ALS). Patient transport by ambulance is provided by Lake Sumter EMS. In the calculation of the assessment rates, the case law requires the use of only the fire and first response incidents and associated operating budget. As such, an important part of the study will be to identify the appropriate incidents and determine the portion of the budget that relates to responding to



these types of incidents.

TOA obtained incident data for Lake County Fire Rescue from the National Fire Incident Reporting System (NFIRS) for the past five years. Table 1 shows the distribution of fire and EMS incidents to which the Department responded between 2005 and 2009. Using common categorization of incident types, on average, approximately 65 percent of incidents are EMS-related, and fire calls amount to approximately 35 percent of the call volume. The number of incidents ranged from approximately 13,665 to 15,338 annually over the past five years. This type of information assists TOA in selecting comparable destinations to Lake County to include a peer review as part of the study.

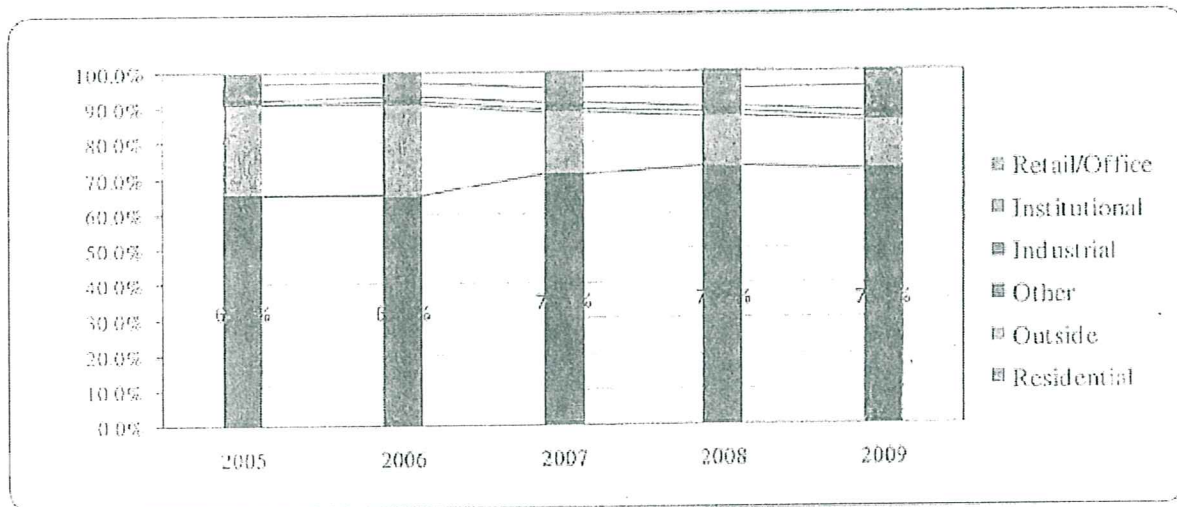
Table 1
Distribution of Fire and EMS Incidents (2005-2009)

| Year | Total | Fire | % Fire | EMS | % EMS |
|---------|--------|--------|--------|--------|-------|
| 2005 | 15,323 | 5,510 | 36% | 9,813 | 64% |
| 2006 | 13,665 | 5,000 | 37% | 8,665 | 63% |
| 2007 | 15,338 | 5,728 | 37% | 9,610 | 63% |
| 2008 | 14,987 | 5,494 | 37% | 9,493 | 63% |
| 2009 | 15,227 | 5,487 | 36% | 9,740 | 64% |
| Total | 74,540 | 27,219 | 37% | 47,321 | 63% |
| Average | 14,908 | 5,444 | 36.5% | 9,464 | 63.5% |

Figure 3 provides a distribution of incidents by property use. As expected, the majority of calls are from residential land uses, followed by outside events. Currently, the County's fire assessment schedule includes three categories of non-residential uses: commercial, industrial, and institutional. Given the small percentage of incidents at these land uses, it is important to evaluate three to five years of data to achieve a consistent trend. In addition, if the data suggest that the level of effort for subcategories under these land uses varies, the use of multiple years would allow the County to include additional land uses in its schedule to improve the equity of the assessment program. Finally, the use of multiple years would also help reduce fluctuations in assessment levels from one year to another and the need to update the assessment study on an annual basis.



Figure 3
Distribution of Incidents by Property Use



It is also important to review not only the number of incidents at each land use, but also the level of effort required per incident at different land uses. For example, a preliminary review of the County's incident data suggests that both the response time and the number of apparatus used for fire incidents at industrial land uses are greater than those for residential uses with an average differential of approximately 40 percent for each variable. Figures 4 and 5 provide this information.

Figure 6 provides the distribution of response times for fire and EMS incidents over the past five years. According to the NFIRS database, during this time period, the average response time to incidents that were not mutual aid to other fire departments was 8.3 minutes. Approximately 80 percent of all events were responded to within 11 minutes, and 90 percent of all incidents were responded to within 14 minutes. This type of analysis and tools to locate calls geographically would assist the County in determining its future needs for the desired fire protection level of service, which, in turn, affects the needed budget that could be funded through the assessment program.



Figure 4
Length of Stay – Fire Incidents

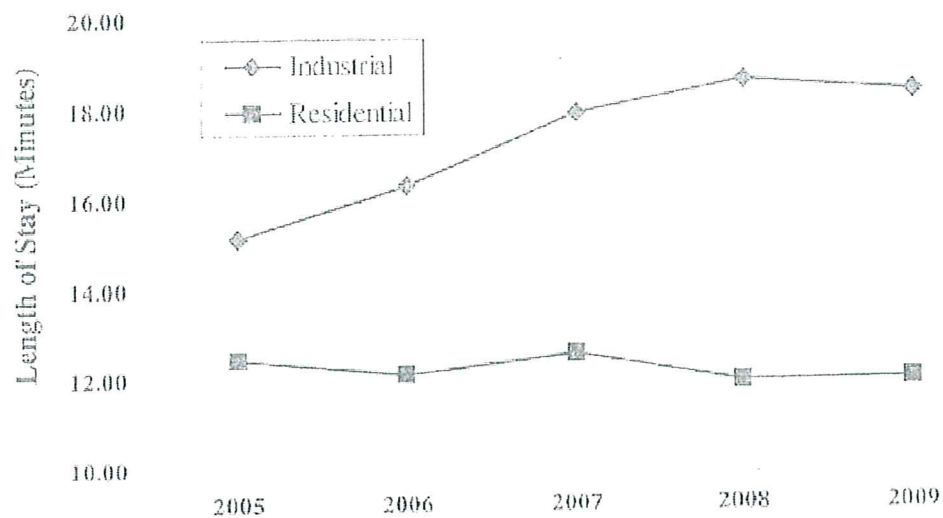


Figure 5
Number of Apparatus Used – Fire Incidents

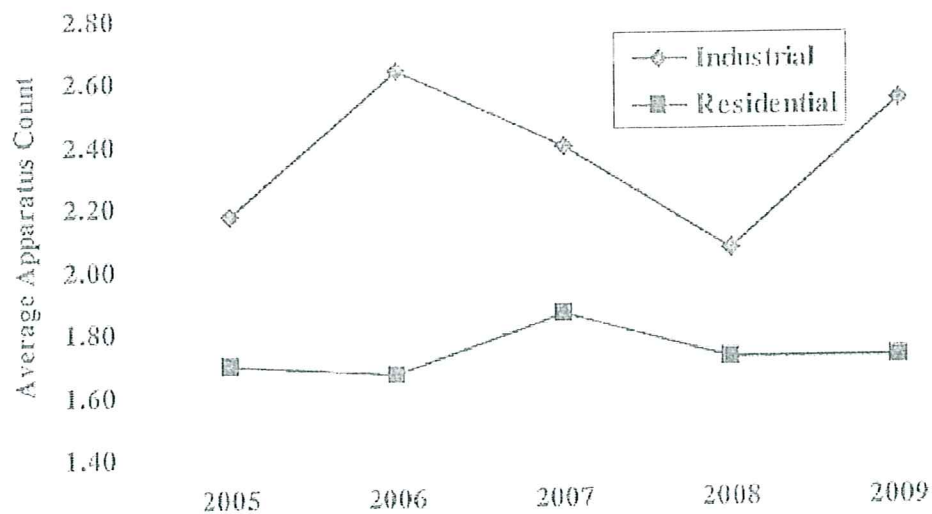
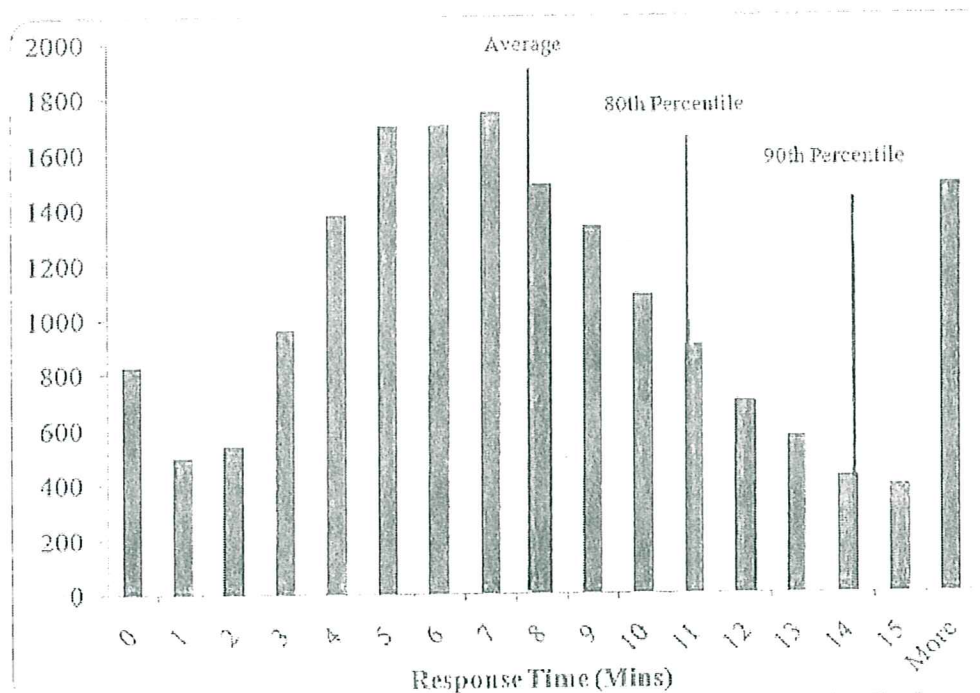




Figure 6
Frequency Distribution of Response Times (Minutes)



As mentioned previously, to fund fire rescue services, Lake County implemented a fire assessment program, which was last updated in 2008. Currently, the County is interested in retaining services of a qualified firm to prepare a technical study to update the existing program and provide support over the next five years, as needed.

The TOA Team has in-depth experience in public finance studies and fire call data analysis and infrastructure planning. Based on this experience and a review of various fire assessment studies, the TOA Team identified the following key issues that are critical in the development of an equitable assessment schedule:

- In determining demand from each land use category, the methodology used in most studies distributes calls among land uses based on the number of calls received from any given land use. Although a common practice, this approach does not differentiate the level of effort



required per call from different land uses. For example, responding to a call from residential land uses typically requires fewer resources and less time than a call from an office building or an industrial structure. Data obtained from the response information also should be compared to the Department's response protocol to ensure that the results of the analysis are consistent with the protocol.

- To ensure that each land use is charged equitably, TOA offers database analysis capabilities to reference incident address data to the Property Appraiser database to determine the appropriate land use classification. Results of this analysis are then compared to land use classifications available through the incident records to ensure that the two data sets are consistent.
- Another method used to ensure that the demand component reflects the true impact of each land use involves comparing the distribution of calls and square footage by land use. If, for example, there are 500,000 square feet of office space within the county, but the call data do not indicate any calls from the office land use, there may be a problem with the land use classification of incident calls, which should be explored further to ensure the cost is apportioned equitably.
- It is important to include the appropriate operational and/or capital cost data and account for any dedicated revenue sources. In addition, fire rescue department annual budgets could fluctuate significantly when there are large capital replacement expenditures, such as the purchase of replacement vehicles. Including a vehicle replacement allowance in the annual budget on an ongoing basis could reduce these fluctuations.

As part of the study, the TOA Team will address these issues as well as other tasks outlined in the County's RFP.



PROJECT APPROACH

This section provides a detailed description of the tasks to be undertaken by the TOA Team to develop Lake County's Fire Rescue Assessment Program.

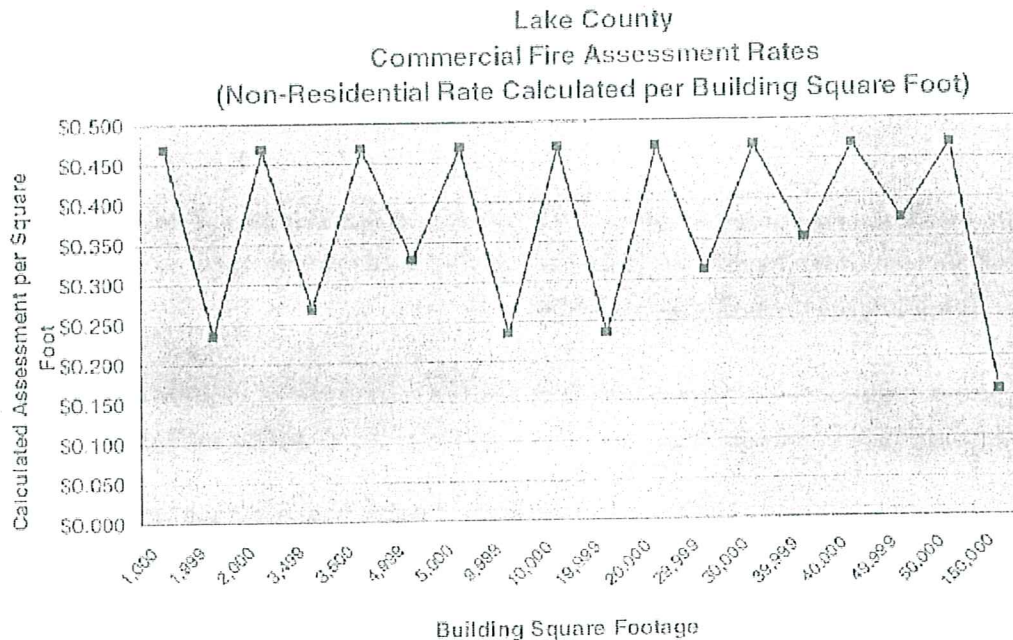
Task 1) Documentation of Assessment Methodology and Policy Framework (*Addresses Task 1 and part of Task 3 of the Statement of Work*)

The TOA Team will evaluate the County's existing documents, ad valorem tax information, fire call data, agreements, reports and other related data. To develop early consensus with County staff and administration regarding the assessment methodology, the TOA Team will review the existing assessment methodology and, if necessary, suggest changes to ensure legal sufficiency, equity, and completeness. As part of this effort, the TOA Team will review a sampling of assessment methodologies used by other jurisdictions and provide a summary of the pros and cons and any issues that the County should consider as part of this process. This will ensure that the methodology used to develop the County's fire assessment program incorporates all desired methodological components, either based on these case studies or the TOA Team's professional expertise.

As part of the methodology review, the TOA Team will also review the County's existing assessment rate structure and make recommendations as to any changes, if necessary. For example, the County's current assessment calculation methodology includes a flat rate per parcel for non-residential properties, with the rate varying based on the range of square feet under which the parcel size falls. This approach results in rates that fluctuate based on the square footage of the building. For example, under the existing schedule, a 5,000-square foot commercial building is charged a rate of \$0.466 per square foot, while a 9,999-square foot commercial building is charged at a rate of \$0.233 per square foot. Adding one more square foot for a total of 10,000 square feet increases the rate to \$0.466 per square foot. The following graph presents an illustration of fluctuations in rates by building square footage. Previous incident data analysis conducted by TOA for other jurisdictions suggests that as the square footage increases, the number of incidents per 1,000 square feet decreases.



Figure 7



As part of this Task, the County's current assessment rate structure will be reviewed to determine if changes are necessary to achieve a more equitable distribution of the fee among land uses, based on property type and building size.

Task 2) Service Demand Analysis Using Proposed Methodology (*Addresses Task 3 of the Statement of Work*)

The TOA Team will use Lake County Fire Rescue Department's incident response data already obtained from the NFIRS database to determine the appropriate service demand using the agreed-upon fire assessment methodology. Per requirements of Florida case law, incidents will be reviewed to exclude EMS incidents above first response and will be analyzed to understand demand from each land use category. It should be noted that the County's previous assessment study relied on only one year of incident data. However, we recommend that a minimum of three to five years of incident data be analyzed for the service demand component to ensure that fluctuations in incident data from year to year are neutralized. As mentioned



previously, the County's current assessment schedule includes five land uses: residential, hotel/motel, commercial, industrial, and institutional. If the data suggest the necessity of creating additional land use categories, such as office, retail, etc., due to the varying levels of impact on fire rescue services, the use of multiple years of data would also facilitate including a greater number of land uses.

Further, as previously shown in Figure 3, the sample size for non-residential call data is relatively small, and calls from certain land uses tend to fluctuate from one year to another. As such, the use of multiple years of call data is critical.

In addition to the number of calls, the level of effort needed to respond to incidents at different land uses along with the Fire Rescue Department's response protocol will be evaluated.

Finally, the TOA Team will analyze the historical call data to determine a trend in the distribution of incidents between the proposed assessment rate classes. To ensure that each land use is charged equitably, TOA will use its database analysis capabilities to reference incident address data to the Property Appraiser database to determine the appropriate land use classification. The land use classifications will be compared to those included in the incident reports and any inconsistencies will be evaluated to ensure that the distribution is equitable.

Task 3) Service Cost Analysis (*Addresses Task 2 of the Statement of Work*)

Task 3.1) Evaluate Current Financial Information

The TOA Team will review at least three years of historical Fire Rescue Department budgets as well as the adopted FY 2011 (if available) budget and will work with the County's Finance and Fire Rescue departments to determine the full cost of providing fire rescue services, excluding costs associated with providing EMS services above first response. In addition, TOA will review current and desired level of service as well as projected long-term capital needs to help the County determine the appropriate budget for the Fire Rescue Department. Incident data analysis conducted under Task 2, along with TOA's incident data analysis tool, could be useful to the County in determining future capital and operational needs. Although the County uses



fire impact fees for new capital items, the assessment program could assist with the funding of replacement capital assets as well as additional staff. As part of this analysis, the TOA Team will undertake a detailed review of the budgetary line items to ensure that all applicable costs, both direct and indirect, are considered and are legally acceptable. Based on this analysis, net service delivery revenue requirements will be determined.

Task 3.2) Apportion Fire Service Costs Among Assessment Rate Class

The resulting cost of providing fire services determined to be applicable for inclusion in the fire assessment calculations will be apportioned among each assessment rate class. Potential methodologies to apportion the cost will be documented as part of Task 1 and may include several options, such as using the number of calls, on-scene times, and/or number of units dispatched, to determine the resource allocation. These options will be discussed with the County to determine the most appropriate and cost-effective methodology.

Task 4) Review and Analysis of the Assessment Roll (*Addresses Tasks 3 and 4*)

To determine the number of development units for each assessment rate class, the TOA Team will obtain a copy of the most recent Certified Tax Roll for county properties from the Lake County Property Appraiser. Preliminary Tax Roll data also may be used if the data are available and all parties are in agreement that it is appropriate to use this information in the fire assessment calculations. Each property class code in the Property Appraiser's database will be assigned an assessment rate class in order to tie each real property record to the appropriate assessment rate class.

Upon assigning an assessment rate class to each property in the County's Tax Roll, the TOA Team will compare the distribution of calls versus development units as a quality control measure. For example, if the service demand analysis shows only 5 percent of annual fire calls are to office properties, but the office square footage within the County is 20 percent of the total square footage, there is an indication that fire incidents to office properties may have been miscoded under another type of land use. Should this occur, the TOA Team will conduct a sampling of properties within an assessment rate class to address any glaring discrepancies in the distribution of call data versus development units.



The calculated assessment rates resulting from this task will:

- Be based on a "fair and reasonable" methodology.
- Conform to the statutory requirements of the "Uniform Method."
- Meet Florida case law requirements regarding special assessments.

In addition, as part of this Task, the Consultant will advise the County in determining the total fire service assessment revenue requirements to ensure the following costs are recovered:

- Net fire service delivery revenue requirements,
- Implementing the program, and
- Collecting the assessment.

Task 5) Assessment Roll Database and Schedule of Rates (*Addresses Tasks 5, 6 and 7 of the Statement of Work*)

As part of this Task, the Consultant will create a preliminary assessment roll database that will be based on the current ad valorem tax roll and fire assessment roll. The database will be tested for sufficiency by developing reports to access property information. In addition, the apportionment methodology will be applied to the preliminary assessment roll to test the data validity and legal sufficiency. If necessary, the apportionment methodology will be revised. Finally, using the developed assessment roll, a *pro forma* schedule of rates will be calculated based on the final apportionment methodology and revenue requirements for the assessment program. The database that includes the actual spreadsheet formulas with all the necessary details will be provided to the County staff for future use in revising the rates.

Task 6) Technical Report and Adoption Process (*Addresses Task 8 of the Statement of Work*)

Task 6.1) Prepare Technical Report and Preliminary Tax Roll

Results of the analysis completed in Tasks 1 through 5 will be incorporated into a draft technical report, which will provide the description of the updated assessment methodology along with the necessary support data, and the updated assessment rate calculations. The technical



report will be submitted to the County for review and comment. The report will include a discussion of any outstanding issues and policy decisions that need to be reviewed and made by the County Commission. Comments received from the County will be incorporated into the final technical report.

Task 6.2) Alternative Revenue Sources and Rate Calculator

TOA has developed a spreadsheet model that calculates projected revenue based on the mix of assessed properties and also calculates multiple assessment rate scenarios based on "buy down" from other revenue sources (e.g., general fund, etc.). This spreadsheet will be used to evaluate the impacts of various funding scenarios on the assessment program.

Task 7) Legal Review and Assistance with Adoption Process (*Addresses Tasks 9 and 10 of the Statement of Work*)

Task 7.1) Preparation of Assessment Resolutions

Team members are very familiar with Florida legal requirements for valid special assessments and with the statutory requirements for collection of assessments on the tax bill under the Uniform Assessment Collection Act, Section 197.3632, Florida Statutes. Team members have successfully assisted several communities with assessment programs, both initially and on an ongoing basis.

Following review by staff and confirmation of assessment methodology by the County Commission, the Consultant Team attorney (Susan Schoettle-Gumm, PLLC) will assist the County attorney in drafting the preliminary and final fire assessment resolutions that conform to the assessment ordinance and that implement the County's policy decisions, proposed methodology, and adopt final assessment rates. The Consultant Team Attorney has direct experience in drafting non-ad valorem assessment ordinances and resolutions as well as involvement in developing assessment methodologies for fire assessments and other services and facilities. She also has served as expert legal counsel and an expert witness on fire assessment issues.



Task 7.2) Assistance with the Adoption Process

The TOA Team will assist the County to comply with statutory requirements, including publication of proposed assessment rates and public hearing dates and the provision of notice by First Class mail, either by separate mailing or combined with the TRIM notice. In addition, the County will be provided with a summary of the data and approach needed for using the assessment collection in recurring years.

This effort will include preparation of a preliminary assessment roll, a MailMerge file suitable for use in generating First Class Notices, and a final "certifiable" roll for submission to the Tax Collector prior within the agreed-upon timeframe.

Task 8) Staff Meetings, Workshops, and Public Hearings

All members of the TOA Team have extensive public presentation experience and will be available to attend public workshops and/or hearings to present options, recommendations, and the preliminary and final rate resolutions. The TOA Team is committed to providing key senior staff to the County so that the updated fire assessment program is successfully implemented.

This scope of services includes four meetings: a kick-off meeting, a staff meeting to review the draft report, and two workshops/public hearings with the County Commission. During contract negotiations, the final number of meetings will be defined and included in the base budget, and the County may decide that additional meetings or workshops will benefit the study process. For example, the contract may include one or two public forums to review the assessment methodology and facilitate buy-in. It is our experience that a preliminary workshop such as this can result in a much smoother adoption process.

Task 9) Periodic Review and Update of the Initial Study (*Addresses Task 11 of the Statement of Work*)

As requested by the County, the Consultant will provide all effort necessary to update the initial study based on the most current demand data to confirm or revise the fire assessment value



established during the initial study. As mentioned previously, the use of multiple years of incident data along with the detailed analysis described in the scope should help minimize the need to make future revisions.

PROPOSED PROJECT TIMELINE

Table 2 provides a preliminary project schedule for the major update, and Table 3 provides a schedule for minor/interim updates. As discussed previously, TOA has the necessary resources to provide the final report in a timely manner. During contract negotiations, this schedule will be revised, if necessary, to better accommodate the County's needs and the County Commission's meeting schedule.

The TOA Project Manager will continuously monitor the project schedule to ensure that all milestones are met and will inform the County's Project Manager in advance should any deviation from the agreed-upon schedule be necessary.



Table 2
Preliminary Schedule for the Major Update Study

| Description | Target Timeframe |
|---|------------------|
| Receive Notice to Proceed | Weeks 1-3 |
| Transmit data needs memo to County Project Manager | |
| Receive all data requested from County | |
| Facilitate project kick-off meeting | |
| Provide memorandum documenting results of assessment methodology review as outlined in Task 1 | Weeks 4-9 |
| Complete draft analysis outlined in Tasks 2-5 | |
| Transmit Draft Technical Report to County Project Manager | |
| Meet with County Project Manager and staff to discuss results and review Draft Report | Weeks 10-12 |
| BOCC meeting to present results of Draft Report | |
| Revise analysis (as necessary) and transmit Final Technical Report to County Project Manager | |
| Transmit preliminary rate resolution to County Project Manager | Weeks 13-14 |
| BOCC meeting to approve Preliminary Rate Resolution and Final Report | |
| Transmit Final Rate Resolution to County Project Manager | |
| BOCC meeting to approve Final Rate Resolution | |
| Publish statutorily required ad | Week 15 |
| Mail first class notices | |
| Hold for advertisement correction/change (if needed) | |
| Prepare and transmit annual rate resolution | |
| Transmit Non-Ad Valorem Fire Assessment Roll to County for final certification | Week 16 |
| County to submit Certified Non-Ad Valorem Assessment Roll to Tax Collector | |



Table 3
Preliminary Schedule for the Minor/Interim Update Studies

| Description | Target Timeframe |
|--|------------------|
| Receive Notice to Proceed | Weeks 1-2 |
| Transmit data needs memo to County Project Manager | |
| Receive all data requested from County | |
| Complete update of analysis using most recent data available | Weeks 3-5 |
| Transmit memo of draft findings to County Project Manager | |
| Conference call with County Project Manager and staff to discuss results | Weeks 6-7 |
| Revise analysis (as necessary) and transmit memo of final findings to County Project Manager | |
| Transmit annual rate resolution to County Project Manager | Week 8 |
| Transmit updated Non-Ad Valorem Fire Assessment Roll to County | |

We appreciate the opportunity to present our proposal.

Sincerely,

Tindale-Oliver & Associates, Inc.

Steven A. Tindale, P.E., AICP
Chief Executive Officer

**EXHIBIT B
PRICING SECTION**

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 10-0214

PRICING TABLE

| Item Description | EST. QTY | U/M | Unit Price | Total |
|--|-------------------|----------------------------------|------------------------------------|--------------|
| 1. Complete the study effort for the initial evaluation of data, and initial establishment of an appropriate and accurate fire assessment value, in accordance with all related requirements set forth in the statement of work. | 1 | each | \$ 46,870.00 | \$ 46,870.00 |
| Item to be provided at County Option*: 2. Provide, at any time during the contract period, an update to the initial study based on the most current historical demand data to examine, and either confirm or amend, the fire assessment value established during the initial study effort. | 1 | each | \$ 9,895.00 | \$ 9,895.00 |
| Item to be provided at County Option: 3. Produce and mail the first class notices required by statute | ** | parcel | \$ 1.42 | \$ 1.42 |
| Item to be provided at County Option: 4. Hourly rates for technical and/or representative support in regards to any litigation defense services that may be required during the stated duration of the awarded contract a. Expert representative service b. Technical research service c. Administrative support | *** *** *** | per hour per hour per hour | \$ 290.00 \$ 130.00 \$ 55.00 | |

*Exercise of this optional effort is solely at the option of the County. It is anticipated that, if exercised, this option may be exercised twice during the duration of the contract with the first

EXHIBIT B
PRICING SECTION

exercise at an estimated interval of 18 months from completion of the initial study and an equivalent period thereafter for the second exercise of such option.

**quantity dependent on the number of assessable parcels of property within the assessment program area

***quantity not ascertainable at this point in time

NOTE: Responding vendors are to provide a proposed milestone payment schedule and a proposed list of project deliverables, to include scheduled completion/delivery timeframes, with their initial proposal response.

